

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: RFP-600738-09/GMG – Sale of Timber Harvest at Yankee Lake Regional Wastewater Reclamation Facility

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Gloria Garcia

EXT: 7123

MOTION/RECOMMENDATION:

Award RFP-600738-09/GMG – Sale of Timber Harvest at Yankee Lake Regional Wastewater Reclamation Facility to Atlantic Land & Timber, Inc., Roseland, Florida (Estimated revenue to the County: \$4,500.00).

County-wide

Ray Hooper

BACKGROUND:

RFP-600738-09/GMG will provide for the sale of timber harvest at Yankee Lake Regional Wastewater Reclamation Facility. Seminole County is planning to add an additional 50 acres to the scrub jay conservation area at the Yankee Lake facility, 20 acres of which need to be timbered in order to comply with the St. Johns River Water Management Districts and U.S. Fish and Wildlife requirements. All timbering activities will occur in the sand pine community structure, excluding all wetlands and transitional areas. These timbering activities will be a one-time occurrence and the work shall be finished by February 26, 2010, as timbering activities cannot occur during the scrub jay breeding season, which is from March to June.

This project was publicly advertised and the County received two submittals for this solicitation. The Evaluation Committee comprised of Jack Cheney, Wastewater Operations Supervisor, Environmental Services Department; Jim Duby, Program Manager, Leisure Services Department; and Ruth Hazard, Assistant Utilities Manager, Environmental Services Department, evaluated the proposals. The evaluation was based on past performance and experience; technical plan and approach to work; and price proposal. The agreement shall take place on the date of execution by the County and shall be completed by February 26, 2010. This timbering project is expected to generate approximately \$4,500.00 in revenue to the County.

STAFF RECOMMENDATION:

Staff recommends that the Board award RFP-600738-09/GMG - Sale of Timber Harvest at Yankee Lake Regional Wastewater Reclamation Facility to Atlantic Land & Timber, Inc., Roseland, Florida.

ATTACHMENTS:

1. Tabulation/Status Sheet
2. Evaluation Responses
3. Agreement

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

**B.C.C. - SEMINOLE COUNTY, FL
RFP TABULATION SHEET**

RFP NUMBER: RFP-600738-09/GMG

RFP TITLE: Sale of Timber Harvest at Yankee Lake Regional
Wastewater Reclamation Facility

DUE DATE: September 23, 2009 at 2:00 P.M.

ALL IFB'S ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. IFB DOCUMENTS FROM THE CONSULTANTS LISTED HEREIN ARE THE ONLY IFB'S RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER IFB DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

Page 1 of 1

| | Response 1 | Response 2 |
|--------------------|--|---|
| | Atlantic Land & Timber, Inc. P.O. Box 904 Roseland, FL 32957 (772) 664-7024 – Phone (772) 664-7347 – Fax Tim Fonvielle. | South Florida Timber P. O. Box 11 Arcadia, FL 34265 (863) 990-1039- Phone (863) 494-7431 – Fax Justin Byrd |
| Price Proposal | \$4.50/ton | \$3.00/ton |
| % discount /net 10 | --- | -- |
| % discount/net 20 | --- | -- |

EVALUATION CRITERIA:

- Past performance and experience (35 Weighted Points).
- Technical plan and approach to work (30 Weighted Points).
- Price Proposal (35 Weighted Points).

Tabulated by Gloria M. García, Senior Procurement Analyst - Posted: 9/24/2009 at 11:00 AM

Recommendation of award: Atlantic Land & Timber, Inc. for BCC approval on 11/10/2009 – Posted: 10/14/2009 at 11:35 AM

Evaluations

RFP-600738-09/GMG - Sale of Timber Harvest at Yankee Lake Regional Wastewater Reclamation Facility

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Congratulations on your selection as an Evaluation Team Member!

Your evaluation is key in awarding quality contracts. You must examine each proposal against the evaluation criteria in the solicitation and provide supportive narrative for your selection. Are you willing to evaluate in a fair, comprehensive, and impartial manner?

Are you willing to present a clear picture of the issues considered during the evaluation?

I have read and will comply with the above requirement:

:

Yes

Conflict of Interest Statement - Policies and Procedures address employee and elected official conflicts, ss. 112.313, Fl. Stat.; Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions which affect their private gain or the gain of family members and friends. County policy encourages the disclosure process to remind officials or employees of their obligation to put the public interest above personal considerations. I state that I have considered my obligation to put the public interest above personal interest::

Yes

Instructions: Describe strengths, weaknesses and deficiencies to support your assessment for each of the categories. Read and agreed::

Yes

RESPONSE #1: ATLANTIC LAND & TIMBER, INC.:

8

#1: Past Performance and Experience

7 - 9 = Exceeds Expectation

4 - 6 = Meets Expectation

1 - 3 = Does Not Meet Expectation

0 = Does Not Comply

:

6

#1: Past Performance and Experience

- Remarks:

Lists of references, not list of past experience

#1: Technical Plan and Approach to Work 7-9 = Exceeds Expectation 4-6 = Meets Expectation 1-3 = Does Not Meet 0 = Does not Comply:

8

#1: Technical Plan and Approach to Work - Remarks:

acceptable

#1: Price Proposal 7-9 = Exceeds Expectation 4-6 = Meets Expectation 1-3 = Does Not Meet 0 = Does not Comply:

9

#1: Price Proposal - \$4.50 PER TON:

best price

#1 Total:

7.65

RESPONSE #2: SOUTH FLORIDA TIMBER:

#2: Past Performance and Experience

7 - 9 = Exceeds Expectation

4 - 6 = Meets Expectation

1 - 3 = Does Not Meet Expectation

0 = Does Not Comply

:

8

#2: Past Performance and Experience

- Remarks:

good past experience on large projects

#2: Technical Plan and Approach to Work 7-9 = Exceeds Expectation 4-6 = Meets Expectation 1-3 = Does Not Meet 0 = Does not Comply:

6

#2: Technical Plan and Approach to Work - Remarks:

response copied our requirements

#2: Price Proposal 7-9 = Exceeds Expectation 4-6 = Meets Expectation 1-3 = Does Not Meet 0 = Does not Comply:

3

#2: Price Proposal - \$3.00 PER TON:

low price

#2 Total:

5.65

Created at 10/6/2009 8:23 AM by [Hazard, Ruth](#)

Last modified at 10/6/2009 8:23 AM by [Hazard, Ruth](#)

Evaluations

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Yes

Instructions: Describe strengths, weaknesses and deficiencies to support your assessment for each of the categories. Read and agreed to:

Yes

RESPONSE #1: ATLANTIC LAND & TIMBER, INC.:

#1: Past Performance and Experience

7 - 9 = Exceeds Expectation

4 - 6 = Meets Expectation

1 - 3 = Does Not Meet Expectation

0 = Does Not Comply

:

6

#1: Past Performance and Experience

- Remarks:

Applicant provided many examples of previous jobs similar to this project.

#1: Technical Plan and Approach to Work 7-9 = Exceeds Expectation 4-6 = Meets Expectation 1-3 = Does Not Meet 0 = Does not Comply:

4

#1: Technical Plan and Approach to Work - Remarks:

Fairly basic stating they would follow guidelines provided in the scope.

#1: Price Proposal 7-9 = Exceeds Expectation 4-6 = Meets Expectation 1-3 = Does Not Meet 0 = Does not Comply:

6

#1: Price Proposal - \$4.50 PER TON:

Highest of the two bids at \$4.50/ton.

#1 Total:

5.4

RESPONSE #2: SOUTH FLORIDA TIMBER:

#2: Past Performance and Experience

7 - 9 = Exceeds Expectation

4 - 6 = Meets Expectation

1 - 3 = Does Not Meet Expectation

0 = Does Not Comply

:

5

#2: Past Performance and Experience

- Remarks:

Provided several hand written examples of similar jobs.

#2: Technical Plan and Approach to Work 7-9 = Exceeds Expectation 4-6 = Meets Expectation 1-3 = Does Not Meet 0 = Does not Comply:

4

#2: Technical Plan and Approach to Work - Remarks:

Very basic stating they would follow guidelines established in the scope.

#2: Price Proposal 7-9 = Exceeds Expectation 4-6 = Meets Expectation 1-3 = Does Not Meet 0 = Does not Comply:

4

#2: Price Proposal - \$3.00 PER TON:

Lower by \$1.50 a ton.

#2 Total:

4.35

Created at 10/1/2009 1:56 PM by [Duby, Jim](#)

Last modified at 10/1/2009 1:56 PM by [Duby, Jim](#)

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Evaluations

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Are you willing to present a clear picture of the issues considered during the evaluation?

I have read and will comply with the above requirement:

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Yes

Conflict of Interest Statement - Policies and Procedures address employee and elected official conflicts, ss. 112.313, Fl. Stat.;

Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions

which affect their private gain or the gain of family members and friends.

County policy encourages the disclosure process to remind officials or employees of their obligation to put the public interest above personal considerations.

I state that I have considered my obligation to put the public interest above personal interest::

Yes

Instructions: Describe strengths, weaknesses and deficiencies to support your assessment for each of the categories. Read and agreed::

Yes

RESPONSE #1: ATLANTIC LAND & TIMBER, INC.:

Master Logger, Completed Government work, better technical plan provided, price paid to county is higher

#1: Past Performance and Experience

7 - 9 = Exceeds Expectation

4 - 6 = Meets Expectation

1 - 3 = Does Not Meet Expectation

0 = Does Not Comply

:

5

#1: Past Performance and Experience

- Remarks:

Both are equal

#1: Technical Plan and Approach to Work 7-9 = Exceeds Expectation 4-6 = Meets Expectation 1-3 = Does Not Meet 0 = Does not Comply:

6

#1: Technical Plan and Approach to Work - Remarks:

Plan spells out how they will complete their work, along with what type of equipment to be used

#1: Price Proposal 7-9 = Exceeds Expectation 4-6 = Meets Expectation 1-3 = Does Not Meet 0 = Does not Comply:

6

#1: Price Proposal - \$4.50 PER TON:

Best Price

#1 Total:

5.65

RESPONSE #2: SOUTH FLORIDA TIMBER:

Master logger, Completed Government work, technical plan is very vague, price payed to county is lower

#2: Past Performance and Experience

7 - 9 = Exceeds Expectation

4 - 6 = Meets Expectation

1 - 3 = Does Not Meet Expectation

0 = Does Not Comply

:

5

#2: Past Performance and Experience

- Remarks:

Both are equal

#2: Technical Plan and Approach to Work 7-9 = Exceeds Expectation 4-6 = Meets Expectation 1-3 = Does Not Meet 0 = Does not Comply:

4

#2: Technical Plan and Approach to Work - Remarks:

Very vague

#2: Price Proposal 7-9 = Exceeds Expectation 4-6 = Meets Expectation 1-3 = Does Not Meet 0 = Does not Comply:

4

#2: Price Proposal - \$3.00 PER TON:

Lowest Price

#2 Total:

4.35

Created at 10/2/2009 9:53 AM by [Cheney, Jack](#)

Last modified at 10/2/2009 9:53 AM by [Cheney, Jack](#)

**CONTRACTOR SERVICES AGREEMENT
TIMBER HARVEST AT YANKEE LAKE REGIONAL WASTEWATER RECLAMATION FACILITY
(RFP-600738-09/GMG)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between ATLANTIC LAND & TIMBER, INC., duly authorized to conduct business in the State of Florida, whose mailing address is P.O. Box 904, Roseland, Florida 32957, hereinafter called "PURCHASER", and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified PURCHASER to provide timber harvesting at Yankee Lake Regional Wastewater Reclamation Facility in Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of a PURCHASER; and

WHEREAS, PURCHASER is competent and qualified to furnish consulting services to COUNTY and desires to provide its services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and PURCHASER agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain PURCHASER to furnish services and perform those tasks as further described in the Scope of Services and Performance Work Statement attached hereto and incorporated herein as Exhibit A. PURCHASER shall also be bound by all requirements as contained in the solicitation package and any addenda

thereto.

SECTION 2. AUTHORIZATION FOR SERVICES. Authorization for performance of professional services by PURCHASER under this Agreement shall be in the form of written Notice to Proceed issued and executed by COUNTY.

SECTION 3. TIME FOR COMPLETION. The services to be rendered by PURCHASER shall commence upon execution of this Agreement by the parties and shall be completed by February 26, 2010.

SECTION 4. PAYMENT.

(a) PURCHASER agrees to compensate COUNTY for the timber harvested under this Agreement at the rate of FOUR AND 50/100 DOLLARS (\$4.50) per ton.

(b) Payments shall be made to COUNTY as work progresses for timber harvested, but not more than once monthly.

SECTION 5. AUDIT OF RECORDS.

(a) COUNTY may perform, or have performed, an audit of the records of PURCHASER to support payments made to COUNTY hereunder. This audit would be performed at a time mutually agreeable to PURCHASER and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to COUNTY may be determined subsequent to an audit as provided for in subsection (b) and of this Section and the total compensation so determined shall be used to calculate final payment to COUNTY.

(b) PURCHASER agrees to maintain all books, documents, papers, accounting records, and other evidences pertaining to work performed under this Agreement in such a manner as will readily conform to the

terms of this Agreement and to make such materials available at PURCHASER's office at all reasonable times during this Agreement period and for five (5) years from the date of final payment under this Agreement for audit or inspection as provided for in subsection (a) of this Section.

(c) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this Section, reveals any overpayment to COUNTY under the terms of this Agreement, COUNTY shall refund such overpayment to PURCHASER within thirty (30) days of notice by COUNTY.

SECTION 6. RESPONSIBILITY OF PURCHASER.

(a) PURCHASER shall be responsible for the professional quality of services furnished by PURCHASER under this Agreement. PURCHASER shall, without additional compensation, correct or revise any errors or deficiencies in its services.

(b) Neither COUNTY's review, approval, acceptance of, nor payment for any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement; and PURCHASER shall be and remain liable to COUNTY in accordance with applicable law for all damages to COUNTY caused by PURCHASER's performance of any of the services furnished under this Agreement.

SECTION 7. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect until February 26, 2010.

SECTION 8. TERMINATION.

(a) COUNTY may, by written notice to PURCHASER, terminate this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of PURCHASER to fulfill PURCHASER's Agreement obligations. Upon receipt of such notice, PURCHASER shall:

(1) Immediately discontinue all services affected unless the notice directs otherwise; and

(2) Deliver to COUNTY all plans, studies, reports, estimates, summaries, and such other information and materials as may have been accumulated by PURCHASER in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, PURCHASER shall be paid compensation for services performed to the date of termination. PURCHASER shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by this Agreement.

(c) If the termination is due to the failure of PURCHASER to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, PURCHASER shall be liable to COUNTY for reasonable additional costs occasioned to COUNTY thereby. PURCHASER shall not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of PURCHASER. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of COUNTY in either its sovereign or

contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of PURCHASER.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that PURCHASER had not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.


(e) The rights and remedies of COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 9. EQUAL OPPORTUNITY EMPLOYMENT. PURCHASER agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 10. NO CONTINGENT FEES. PURCHASER warrants that it has not employed or retained any company or persons other than a bona fide employee working solely for PURCHASER to solicit or secure this

Agreement and that PURCHASER has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide employee working solely for PURCHASER, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate this Agreement at its discretion without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 11. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

SECTION 12. SUBCONTRACTORS.  In the event PURCHASER, during the course of the work under this Agreement, requires the services of any sub-contracts or other professional associates in connection with service covered by this Agreement, PURCHASER must secure the prior written approval of COUNTY. If sub-contractors or other professional associates are required in connection with the services covered by this Agreement, PURCHASER shall remain fully responsible for the services of sub-contractors or other professional associates.

SECTION 13. INDEMNIFICATION OF COUNTY. PURCHASER agrees to hold harmless, replace, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by PURCHASER whether caused by

PURCHASER or otherwise. This hold harmless, release, and indemnification shall include any claim based on negligence, action, or inaction of the parties.

SECTION 14. INSURANCE.

(a) General. PURCHASER shall, at PURCHASER's own cost, procure the insurance required under this Section.


(1) PURCHASER shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by PURCHASER, PURCHASER shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. In lieu of the statement on the Certificate, PURCHASER shall, at the option of COUNTY, submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in

accordance with this Agreement and that the insurance is in full compliance with the requirements of this Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, PURCHASER shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by PURCHASER shall relieve PURCHASER of PURCHASER's full responsibility for performance of any obligation including PURCHASER's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement  must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 624.4621, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, PURCHASER shall, as soon as PURCHASER has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as PURCHASER has replaced the unacceptable insurer with an insurer acceptable to COUNTY, PURCHASER shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of PURCHASER, PURCHASER shall, at PURCHASER's sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in this Agreement, the insurance shall become effective prior to the commencement of work by PURCHASER and shall be maintained in force until this Agreement's completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) PURCHASER's insurance shall cover PURCHASER for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance without restrictive

endorsements. PURCHASER will also be responsible for procuring proper proof of coverage from its sub-PURCHASERS of every tier for liability which is a result of a Workers' Compensation injury to the sub-PURCHASER's employees. The minimum required limits to be provided by both PURCHASER and its sub-PURCHASERS are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable Federal or State laws.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

| | |
|----------------|-------------------------|
| \$ 500,000.00 | (Each Accident) |
| \$1,000,000.00 | (Disease-Policy Limit) |
| \$ 500,000.00 | (Disease-Each Employee) |

(2) Commercial General Liability.

(A) PURCHASER's insurance shall cover PURCHASER for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination

of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by PURCHASER (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

| <u>LIMITS</u> | |
|--|--|
| General Aggregate | Three (3) Times the Each Occurrence Limit |
| Personal & Advertising Injury Limit | \$500,000.00 |
| Each Occurrence Limit | \$500,000.00 |

(3) Professional Liability Insurance. PURCHASER shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

(d) Coverage. The insurance provided by PURCHASER pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of PURCHASER.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve PURCHASER, its employees, or agents of

liability from any obligation under this Section or any other portions of this Agreement.

SECTION 15. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) PURCHASER agrees that ~~it~~ will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which PURCHASER had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 16. REPRESENTATIVE OF COUNTY AND PURCHASER.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by PURCHASER, shall designate in writing and shall advise PURCHASER in writing of one or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) PURCHASER shall, at all times during the normal work week, designate or appoint one or more representatives of PURCHASER who are authorized to act on behalf of PURCHASER regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually advised of such designation.

SECTION 17. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are not commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 18. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions

contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 19. INDEPENDENT PURCHASER. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting PURCHASER, including its officers, employees, and agents, as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. PURCHASER is to be and shall remain an independent PURCHASER with respect to all services performed under this Agreement.

SECTION 20. EMPLOYEE STATUS. Persons employed by PURCHASER in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

SECTION 21. SERVICES NOT PROVIDED FOR. No claim for services furnished by PURCHASER not specifically provided for herein shall be honored by COUNTY.

SECTION 22. PUBLIC RECORDS LAW. PURCHASER acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes to release public records to members of the public upon request. PURCHASER acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes in the handling of the materials created under this Agreement and that said statute controls over the terms of this

Agreement.

SECTION 23. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice sent by certified United States mail, return receipt requested addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For COUNTY:

Environmental Services Department
500 W. Lake Mary Blvd.
Sanford, FL 32773

For PURCHASER:

Atlantic Land & Timber, Inc.
P.O. Box 904
Roseland, Florida 32957



SECTION 24. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY provided for under this Agreement are in addition to any other rights and remedies provided by law.

SECTION 25. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, PURCHASER shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to PURCHASER.

SECTION 26. CONFLICT OF INTEREST.

(a) PURCHASER agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes relating to ethics in government.

(b) PURCHASER hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes as over 5 percent) either directly or indirectly, in the business of PURCHASER to be conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, PURCHASER hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes stated herein.

ATTEST:

ATLANTIC LAND & TIMBER, INC.

_____, Secretary

By: _____
TIM D. FONVIELLE, President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commissioners
at their _____, 20____,
regular meeting.

County Attorney

AEC/lpk

10/12/09

F:\Users\Legal Secretary CSB\Purchasing 2009\Agreements\RFP-600738.docx

Attachment:

Exhibit A - Scope of Services



| | |
|---|--|
| SUBMIT PROPOSALS TO: Seminole County 200 W. county Home Road Sanford, Florida 32773 Attn.: PURCHASING DIVISION | REQUEST FOR PROPOSALS and Proposer Acknowledgment |
| Contact: Gloria M. Garcia, CPPB 407-665-7123 - Phone 407-665-7956 - Fax ggarcia@seminolecountyfl.gov | RFP-600738-09/GMG Sale of Timber Harvest at Yankee Lake Regional Wastewater Reclamation Facility |
| Pre-Proposal Date: September 10, 2009 Pre-Proposal Time: 9:00 AM | Location of Pre-Proposal Meeting and Site Inspection: 501 Yankee Lake Road Sanford, Florida 32771 |
| Proposal Due Date: September 23, 2009 Proposal Due Time: 2:00 PM | Location of Public Closing: Administrative Services Building 200 W. County Home Road Sanford, Florida 32773 |
| Proposer Name: <i>Atlantic Land & Timber Inc.</i> | Federal Employer ID Number or SS Number: <i>65-0575238</i> |
| Mailing Address: <i>PO Box 904</i> | If returning as a "No Submittal", state reason (if so, return only this page): |
| City, State, Zip: <i>Roseland, FL 32957</i> | |
| Type of Entity: (Circle one) <input checked="" type="radio"/> Corporation Partnership <input type="radio"/> Proprietorship Joint Venture | X <i>Tim Fournelle</i> Authorized Signature (Manual) |
| Incorporated in the State of: <i>FL</i> | |
| Telephone Number: <i>772 664-7024</i> | Typed Name: <i>Tim Fournelle</i> |
| Toll Free Telephone Number: (800) | Title: <i>President</i> |
| Fax Number: <i>772 664-7347</i> | Date: <i>9/23/09</i> |

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

The Applicant is expected to completely analyze the information contained in this Request for Proposals as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed, and complete to clearly and fully demonstrate the Applicant's understanding of the proposed work requirements.

**Section 5
Price Proposal**

PROJECT: Sale of Timber Harvest at Yankee Lake Regional Wastewater Reclamation Facility – RFP-600738-09/GMG

Name of Proposer: Atlantic Land & Timber Inc.

Mailing Address: PO Box 904

Street Address: _____

City/State/Zip: Roseland, FL 32957

Phone Number: (772) 664-7024 FAX No.: (772) 664-7347

Pursuant to and in compliance with the Request for Proposals and the other documents relating thereto, the undersigned Proposer hereby proposes and agrees to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the services, all in strict conformity with Contract Documents, including Addenda Nos. ____ through ____ for the amount hereinafter set forth. The undersigned, as Proposer, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish Insurance Certificates, that he is aware that failure to properly comply with the requirements set out in the "Instructions to Proposers" and elsewhere in the Contract Documents may result in a finding that the Proposer is non-responsive.

It is the Proposer's responsibility to become fully informed as to the nature and extent of the work required, local site conditions and any other factors that may impact performance of requested services. The responsibility to inspect the worksites is the sole responsibility of the bidder. After contract award, no additional compensation will be made as a result of differences between actual labor and material required to complete the project and the contract amount.

PRICE PROPOSAL: \$ 4.50 /TON

Applicable Discounts: % discount/Net 10

 % discount/Net 20

Section 1 – General Description of Services

Overview

Seminole County is planning to add an additional 50 acres to the scrub jay conservation area at the Yankee Lake facility, 20 acres of which need to be timbered in order to comply with the St. Johns River Water Management Districts and U.S. Fish and Wildlife requirements. The County seeks perspective timbering companies to perform this service.

Site Conditions

The area planned for timbering activities currently consists of a closed canopy of sandpines (*Pinus clausa*) inhabiting upland soils. Although wetlands do exist near the proposed timbering site, these areas will be avoided by the implementation of a 25 foot minimum buffer zone. Sandpines represent the vast majority of individuals, ranging in size from less than 3" DBH to 14" DBH. Other tree species in this area include myrtle oaks (*Quercus myrtifolia*), sand live oaks (*Quercus geminate*), live oaks (*Quercus virginiana*), Chapman's oak (*Quercus chapmanii*), silk bay (*Persea humilis*), and red bay (*Persea borbonia*). These species rarely exceeded 8" DBH. This area also contains a minimal shrub layer, dominated by the above mentioned tree species as well as rusty lyonia (*Lyonia ferruginea*), rosemary (*Ceratiola ericoides*) and saw palmetto (*Serona repens*).

Scope of Work/ Timbering Details

A licensed timbering company will perform the timber harvest. **The company shall comply with all applicable conditions and recommendations outlined in the Florida Department of Agriculture and Consumer Services' publication titled "Silviculture Best Management Practices"**. All timbering activities will occur in the sandpine community structure, excluding all wetlands and transitional areas. Present soils are considered upland soil types that experience rapid percolation within the harvested area. As such, timbering activities are not anticipated to cause erosion or pollution. Only sandpines will be targeted for timbering. However, due to the density of the sandpines, there is no practical way to safeguard the other species of trees and therefore this project assumes that all trees in the area will be impacted. These timbering activities will be a one-time occurrence and are only expected to last one to two weeks. Under no circumstances will timbering activities occur during the scrub jay breeding season (March through June).

Responsibilities of the Purchaser

- A. All loads of wood removed are to be weighed on state certified scales. The *Purchaser* will furnish the *County* a copy of each weight scale ticket on each Friday for all loads removed during each week. Each scale ticket is to be dated and include gross, tare and net weights.
- B. *Purchaser* agrees to cut pine stumps as low to the ground as possible.
- C. Due care shall be exercised against starting and spreading fires during the cutting operations by *Purchaser* and/or *Purchaser's* employees. *Purchaser* shall be held liable for all damages caused by such fires. The *County* retains the right to close down the Timber Sale operation if conditions become so dry that there is high fire danger from equipment being used.

- D. All utility lines, ditches and fences located within or immediately outside the exterior boundaries of the SALE shall be protected from damage by logging operations, and if damaged, shall be repaired immediately by and at the expense of *Purchaser*. Prior to repairs, the *County's Representative* shall be notified.
- E. Roads, trails and firebreaks will be kept free of logs, tops, brush and debris resulting from *Purchaser's* operations hereunder, and any road, trail or firebreak damaged by *Purchaser* and/or *Purchaser* employees' use shall be repaired promptly by *Purchaser* at *Purchaser's* expense to its original or better condition.
- F. The discharge of any fuels, oils, petroleum products or other harmful materials which may result from the servicing of heavy equipment, either on the Sale or any other property on the Facility shall be prohibited. Should any harmful materials be discharged at the site, the *County's Representative* shall be immediately notified. Any expense related to the cleanup of any discharge of fuels, oils, petroleum products, or other harmful materials caused by the *Purchaser* shall be the responsibility of the *Purchaser*.
- G. *Purchaser* agrees to assume full responsibility and to be liable for all damages to persons or property incurred in or resulting from the harvesting of timber; and *Purchaser* agrees further, by acceptance of this Agreement to release, acquit, indemnify, defend and hold harmless the *Purchaser*, their officers, agents and representatives from any and all claims, loss, damage, injury and liability, including, but not limited to, reasonable attorney's fees and court costs, whether for personal injury or otherwise, resulting from, arising out of, or in any way connected with, the work to be performed under this Agreement.
- H. *Purchaser* shall notify the *County's Representative* at least two (2) working days prior to completions of the Sale so that a compliance inspection can be made.
- I. The *Purchaser* must adhere to and implement all applicable best management practices for silvicultural operations as outlined in the current "Silviculture Best Management Practices Manual". In addition, no cutting will be allowed when logging conditions are determined by the *County's Representative* to be excessively wet or hazardous.